

TIGER  
LEASE GROUP

# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

0-063A068

February 27, 1980

RECORDATION NO. 9927-FFFFF  
Filed 1425

MAR - 3 1980 - 4 12 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Date MAR 3 1980

Fee \$ 20.00

ICC Washington,

*the fee  
of this one is  
9927-FFFFF*

RE: Section 11303 Filing: Supplementary Rider No. 8  
dated as of October 22, 1979 ("Lease") to Car Leasing  
Agreement 3940 between North American Car Corporation  
("Lessor") and ICI Americas, Inc. ("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of December  
18, 1978, between Lessor and General Electric Credit  
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act is one executed counterpart and four certified  
true copies of the above described supplementary Lease,  
between Lessor, 222 South Riverside Plaza, Chicago, Illinois  
and Lessee, Atlas Building, New Murphy Road & Concord Park,  
Wilmington DE and assigned to Assignee, P.O. Box 8300, 260  
Long Ridge Road, Stamford, Connecticut 06904. The Assignment  
of Leases was recorded with the Interstate Commerce Commission  
at 11:20 a.m. on December 20, 1978, under Recordation No. 9927.

Under the Lease and the Assignment of Leases the Lessor  
leases the cars described therein to the Lessee and assigns  
such lease to the Assignee under and in accordance with the  
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,  
lease, maintain and perform certain administrative and other  
services with respect to the equipment covered by such Lease  
(which equipment has been or is to be sold to Assignee) and  
assigns, transfers and sets over unto Assignee all of  
Lessor's right, title and interest, powers, privileges and  
other benefits in, but not its obligations under, the Lease  
together with all amounts which may be received or credited  
to the account of Lessor in respect of mileage compensation  
from railroads using the equipment leased under such Lease  
or any other sums received by or payable to Lessor from  
parties other than the Lessee with respect thereto, all in  
accordance with the Lease and the Assignment of Leases.

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

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Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease. *Supplementary Filer, and \$10.00 for cross indexing requested below*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

*Cross index* → Please cross index this filing against the name of the Lessee, ICI Americas, Inc.

If you have any questions, please contact me.

Very truly yours,

*James M. Gillespie*  
James M. Gillespie  
Attorney

enclosure

C E R T I F I C A T E

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INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 8 to Car Leasing Agreement 3940 between North American Car Corporation and ICI Americas, Inc. dated October 22, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A. Kelly

My Commission Expires February 23, 1983.

KEEP for  
LCC file  
copy  
9927-~~FFFFF~~

RIDER NO. 3  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 3940

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Ten (10)	16,000 gallon capacity caustic soda tank cars, for shipment of Caustic Soda (NATX 17410 thru 17419)	\$465.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Chicago, Illinois.

For each mile in excess of  $\frac{30,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 272.8 as was reported for June, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 22nd day of October, 1979.

ATTEST:

James M. Silliman  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

[Signature]  
Sr. Vice President

ICI AMERICAS, INC.

ATTEST:

Marta G. Blackney  
Notary Public

By

[Signature]  
Director - Distribution Svcs.

This Lease is a continuing agreement which shall be created or amended by subsequent possession of the cars.

CAR LEASING AGREEMENT 3940  
RIDER NO. 8

State of Illinois )  
 ) SS:  
County of Cook )

On this 24th day of October, 1982, before me personally appeared Thomas Gordon, to me personally known, who, being by me duly sworn, says that he is a Director of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Larry C. Talbot  
Notary Public  
My Commission expires 2-14-83

State of Delaware )  
 ) SS:  
County of New Castle )

On this eighth day of January, 1980, before me personally appeared Thomas Gordon, to me personally known, who, being by me duly sworn, says that he is a Director of Distribution Services, ICIA, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Marta G. Blackney  
Notary Public  
My Commission expires August 27, 1983